

STATE OF OKLAHOMA
CLEVELAND COUNTY } S
FILED In The
Office of the Court Cl

MAR 24 2016

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

RALPH SPARKS and JUDY SPARKS,

Plaintiff,

vs.

STATE FARM FIRE AND CASUALTY,
COMPANY and KENNETH MAXWELL,

Defendant.

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Rhonda Hall, Court Cler

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Case No.: CJ-2015-

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JTV

PETITION

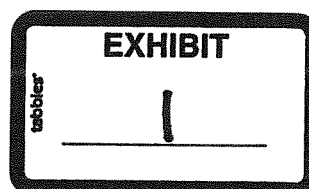
COMES NOW Plaintiffs, Ralph Sparks and Judy Sparks, and for their causes of action against Defendants, State Farm Fire and Casualty Company ("State Farm") and Kenneth Maxwell ("Maxwell"), allege and state as follows:

1. Plaintiffs and Defendant, State Farm, entered into a contract for insurance.
2. On or about May 8, 2015, Plaintiffs suffered a covered loss to their property, which was insured by State Farm.
3. Plaintiffs reported the loss to State Farm in a timely manner.
4. Defendants failed to properly investigate the loss, and failed to perform its duties under the contract.

CAUSES OF ACTION

I. BREACH OF CONTRACT

5. Plaintiffs incorporate and re-allege all allegations contained in paragraphs 1 through 4 herein above.
6. At the time of this loss, the applicable insurance coverage was in full force and effect.



7. Following the loss, Defendants had a contractual duty to promptly and fairly investigate, evaluate and pay Plaintiffs' claim.
8. Defendant State Farm has wrongfully failed and refused to pay the loss and has breached its contractual duty to Plaintiffs.
9. As a direct result of the actions of Defendants, Plaintiffs have been damaged in an amount in excess of \$75,000.00

II. FAILURE TO DEAL FAIRLY AND IN GOOD FAITH

10. Plaintiffs incorporate and re-allege all allegations contained in paragraphs 1 through 9 herein above.
11. Defendant State Farm has a duty to deal fairly and in good faith with their insureds.
12. The actions of Defendants during the handling and adjusting of this claim were in violation of State Farm's duty of good faith and fair dealing to the Plaintiffs.
13. As a direct result of the actions of the Defendants, Plaintiffs have been damaged in an amount in excess of \$75,000.00.

NEGLIGENCE

14. Plaintiffs incorporate and re-allege all allegations contained in paragraphs 1 through 13 herein above.
15. Defendant Maxwell was negligent in the adjustment of Plaintiffs' claim.

PUNITIVE DAMAGES

16. Plaintiffs incorporate and re-allege all allegations contained in paragraphs 1 through 15 herein above.

17. Defendants' treatment of Plaintiffs and the handling of their claim demonstrates Defendants have intentionally, and with malice, breached their duty to deal fairly and in good faith.
18. The actions of Defendants were intentional, malicious and consistent with Defendants' corporate goal of increasing profits through the systematic reduction or avoidance of claims. The bad faith conduct of the Defendants has affected not only Plaintiffs, but also numerous other policyholders across the country. Plaintiffs, therefore, seek punitive damages in an amount equal to the increased financial benefit derived by Defendants as a direct result of their bad faith conduct toward Plaintiffs and others pursuant to 23 Okla. Stat. §9.1.

WHEREFORE, Plaintiffs request actual damages in excess of \$75,000, punitive damages, pre-judgment interest, post-judgment interest, court costs, attorney fees, and any further relief that this Court deems just and proper.

Respectfully submitted,



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ATTORNEY LIEN CLAIMED